

BRANFORD PUBLIC SCHOOLS
Office of the Superintendent

MEMO


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TO: Lisa Arpin, Town Clerk

FROM: Hamlet M. Hernandez, Superintendent of Schools 

CC: James Cosgrove, First Selectman
Jim Finch, Finance Director
Joseph Mooney, Board of Finance Chair
Ed Prete, RTM Education Chair
John Prins, Board Chair
Donald A. Neel, Chief Operating Officer
Sarah MacDougall, BEA President
Dr. Miguel A. Cardona, Commissioner CSDE

DATE: December 28, 2020

RE: Branford Education Association (BEA) Contract - July 1, 2021-June 30, 2024

I attach the signed Contract for the Branford of Education Association (BEA) which the Branford Board of Education (BBOE) unanimously approved on December 21, 2020.

The contract is filed today, December 28, 2020 in accordance with the Teacher Negotiation Act (TNA). The contract was settled in mediation with the parties agreeing to a total wage increase of 8.3 percent over three years. There is no step movement for teachers in the first year of the contract. Medical insurance increased .5% for each year of the contract (18.5%, 19.0%, 19.5%). The successor contract makes accounting improvements to the sick leave bank and memorializes the language associated with instructional coaches and other stipend positions.

I am happy to discuss the contract with the RTM and look forward to its approval.

/kde

Attachment: BEA Contract

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2020 DEC 28 P 3: 08

Wai E. Arpin
BRANFORD TOWN CLERK

AGREEMENT

between the

BRANFORD BOARD OF EDUCATION

and the

BRANFORD EDUCATION ASSOCIATION

July 1, 2021 - June 30, 2024

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AGREEMENT
between the
BRANFORD BOARD OF EDUCATION
and the
BRANFORD EDUCATION ASSOCIATION

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the
BRANFORD BOARD OF EDUCATION (hereinafter referred to as the “Board”) and the
BRANFORD EDUCATION ASSOCIATION (hereinafter referred to as the “Association”)
affiliated with the Connecticut Education Association and the National Education Association.

Article I
Recognition

The Board recognizes the Association as the exclusive bargaining representative of the group of professional employees who hold a certificate or durational shortage area permit issued by the State Board of Education under the provisions of §§10-144o to 10-149, inclusive, and are employed by the Board of Education in positions requiring such a certificate or durational shortage area permit and are not included in the administrators’ unit or excluded from the purview of §§10-153a to 10-153n, inclusive.

All provisions of this collective bargaining agreement except for Article VIII, Section F, Notification of Terms of Employment, Reduction in Force and Recall Procedure shall apply to persons holding a durational shortage area permit (hereinafter “DSAP”).

Article II
Responsibility

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Branford in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Branford; to give the children of Branford as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certified personnel; to suspend or dismiss the teachers of the schools; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for

the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

Article III Teacher Duties

A. Supervision at Schools

Pupils will be supervised during the regular school day and at all school functions to which the teacher may be assigned.

B. Report to Parents

1. Teachers shall confer with parents as often as deemed necessary by the teacher or parent concerning the development of pupils. Written reports about pupils' development shall be made to the parents in accordance with the general forms and procedures adopted by the Board.
2. The Board agrees that for the duration of the contract, it will hold two evening parent/teacher conferences each semester. If the Board holds additional evening parent/teacher conferences, teachers will be compensated at a rate of pay based upon a prorating of their annual salary equal to the percent of time that the work is increased.

C. Building Regulations

The Association shall appoint a committee in each school to meet with the Administration on a regular basis to discuss, suggest and advise changes in existing procedures, rules and regulations as they directly affect the teachers in each building.

D. Planning Time

The parties recognize the importance of both personal and collaborative planning time.

1. All elementary school teachers in Levels K-4 shall have a minimum of 40 minutes personal planning time per day and not less than 205 minutes personal planning time per week.

2. All intermediate and secondary teachers shall have a minimum of 45 minutes of personal planning time per day and not less than 225 minutes of personal planning time per week.
 3. Pre-K teachers shall have not less than 205 minutes of personal planning time per week.
- E. Duty Free Lunch
1. Elementary school teachers shall have a continuous duty-free period for lunch not less than thirty (30) minutes in length.
 2. Intermediate school teachers shall be provided a continuous duty-free period for lunch not less than twenty-five (25) minutes in length.
 3. High school teachers shall be provided a continuous duty-free period for lunch not less than twenty (20) minutes in length.

Article IV Class Size

A. Elementary Schools

1. In grades pre-kindergarten through four, no regular class group shall have more than twenty-eight pupils.
2. Where multiple classes exist at a given grade level within a school building, the Board will make every effort to have equal numbers of students in classes at each grade level.

B. Intermediate School

No regular class shall have more than 28 pupils. In academic team teaching arrangements, the ratio will be no more than 28 students per teacher.

C. Senior High School

No regular class size shall have more than 30 pupils. In academic team teaching arrangements, the ratio will be no more than 30 students per teacher.

D. Enrollment Increases

If student enrollment increases on or after October 1 of any school year, the administration may exceed the class size restrictions noted above. This exception to the class size restrictions will be exercised to safeguard the educational continuity of students. The elementary, intermediate, and senior high school class size restrictions may be exceeded by not more than one student per class due to enrollment increases on or after October 1 of any school year.

E. Special Education

Classes in special education shall not contain more pupils than designated by standards developed and promulgated by the State Department of Education.

Article V
Teaching Assignments

A. Appointment of Teachers

Teachers shall be appointed in accordance with Provisions of the General Statutes of the State of Connecticut.

B. Notification of Teaching Assignments

1. Teachers will be notified in writing by June 1 of any anticipated change in their teaching assignments for the ensuing year. The Board reserves the right to make necessary changes after that date and agrees to notify those involved as soon as decisions are reached.
2. Teachers will be notified in writing of actual teaching schedules prior to August 15th whenever possible.

C. Notification of Teaching Vacancies

Position vacancies caused by death, retirement, discharge, resignation or by the creation of a new position shall be filled pursuant to the following procedures.

1. The existence of position vacancies shall be adequately publicized both within and outside the system, including a notice in every school by posting and by being sent to the B.E.A. President, as far in advance of the date of filling such a vacancy (at least 30 days in advance where possible and, in no event, less than 2 weeks in advance). Where need to fill a position vacancy arises during the summer months, notification shall be by mail to the B.E.A. President.
2. Said notice of position vacancy shall clearly set forth the qualifications of the position. When the position includes compensation beyond a teacher's regular salary the notice shall list the salary, and a description of the duties, additional time, and certification required.
3. All internal (incumbent employee) candidates for any vacant position shall be interviewed before external applicants. All internal applicants shall be interviewed only by school administrators.

D. Transfer of Teachers

1. The Board of Education reserves the right to transfer teachers within the system in the best interest of the entire school system. All teachers shall have the right to request a transfer to any unit position provided that they are certified and qualified as set forth in the job posting or job description to fill the position.
2. The Board acknowledges that several factors must be taken into consideration in making teacher assignments. The factors include certification, teaching experience, the wishes and interests of the teachers involved, seniority within the Branford School System, and the best interests of the entire school system. These criteria are not listed in any particular order of significance.
3. Transfer within the system should, whenever possible, be made on a voluntary basis.
4. Personnel involved in transfers will be contacted by the Superintendent or designee to discuss the transfer before final action is taken.
5. Teachers who desire to transfer to another building shall file a written statement or electronic mail of such desire with the Superintendent not later than May 15th. Such statement shall include the grade and/or subject which the teacher desires to be assigned or the school or schools (in order of preference if the teacher has a preference) to which he/she desires to be transferred.
6. Teachers who desire a change in grade and/or subject assignment shall speak to the principal and/or immediate supervisor.
7. Grievances involving transfers that are resolved after the start of a school year will not be implemented until the following school year if the resolution will result in any disruption to students.

Article VI
Health and Insurance Benefits

A. Health Care Benefits

1. All full-time personnel covered by this Agreement shall be eligible to receive group medical coverage and prescription coverage for themselves as individuals and for their families under a High Deductible Health Plan (HDHP) with Health Savings Account (HSA), and group dental coverage for themselves as individuals and for their families. The HDHP with HSA shall have the elements set forth in Attachment A:

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

The Board will contribute fifty percent (50%) of the applicable deductible amount for each full-time teacher who elects coverage under the HDHP plan (with pro-rated funding of the deductible for part-time teachers). The Board's entire contribution toward the deductible will be deposited into the HSA accounts in September. In the event that a teacher's coverage under the HDHP plan changes from individual coverage to family coverage after the Board has made its contribution into the teacher's HSA account, the Board shall make an additional, pro-rated contribution into the teacher's HSA at the family coverage level, based on the number of months remaining in the contract year at the time such changes becomes effective.

The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

A Health Reimbursement Account (HRA) shall be made available for any teacher who is precluded from participating in a Health Savings Account (HSA) because the teacher receives Medicare and/or Veterans' Benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

2. The Branford Board of Education may provide insurance programs as required by this Article for bargaining unit members through alternate carriers or through self-insurance. The programs, when taken as a whole (meaning coverages, benefits and administration; i.e., timeliness of payments and claims processing), provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be substantially equivalent to the programs available to teachers under the group health insurance policies presently provided. Should the Board of Education desire to change insurance carriers, prior to any such change the Association shall be notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative programs proposed will not provide substantially equivalent programs (coverage, benefits and administration) to those currently provided, arbitration as set forth under Article XIV of this Agreement may be implemented at the request of the Association. Such arbitration shall take place before an impartial arbitrator with expertise in insurance.
3. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation, including but not limited to IRC §4980I be mandated to

take effect during the term of this Agreement triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

B. Life Insurance

1. All full-time staff members covered by this Agreement shall receive group term life insurance with accidental death and dismemberment provision in the amount of \$100,000.
2. All full-time staff members covered by this Agreement may elect to purchase additional term life insurance at group rates and with payroll deduction privileges, provided:
 - a. That said coverage is offered only in equal amounts.
 - b. That participation requirements set forth by the insurance carrier are met.

C. Benefit Premium Cost Share

1. For the HDHP HSA Plan, the Board and the teachers shall be responsible for the following percentages of the premium cost for all employees hired to work 100% of the normal work week:

	<u>Board</u>	<u>Teachers</u>
2021-22	81.5%	18.5%
2022-23	81.0%	19.0%
2023-24	80.5%	19.5%

Those employees hired for a less than 100% position may participate in such insurance programs provided they pay that percentage of the costs of such programs which corresponds to the difference between a 100% position and the % position for which they have been hired. This paragraph shall not apply to those employed by the Board in a less than full-time position for the 1987-1988 school year and who have remained in continuous employment with the Branford Board since that time. Such premium cost sharing may be made on a pre tax basis in accordance with the Section 125 Plan.

2. The Board, by the first day of annual open enrollment, shall make available the insurance rates, via memo to all members of the Branford Education Association. Said memo shall show the current rates (separated by medical/pharmacy rates and dental rates), and the final renewal rates (separated by medical/pharmacy rates and dental rates). The memo shall also include Association members' current and

renewal premium cost share percentages and annualized and per pay period dollar amount. The rates provided via memo will be the rates in effect for the coming plan year.

D. Section 125 “Cafeteria Plan ”

The Board shall adopt an Internal Revenue Code, Section 125 pre-tax premium conversion plan, which will allow teachers to meet any required insurance premium contribution and will include a medical care account and a dependent care account. Participation in such plans shall be at the teacher’s option.

Article VII
Salaries

A. Teacher Salary Schedule

1. There shall be a single salary schedule for all teachers. The salary schedules shall be as included on the following pages of this Agreement.
2. The annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule of the Board.
3. Increments on the schedule will be allowed except in instances in which service has been less than satisfactory. Such withholding of increments shall not be made, however, until voted by the Board.
4. Reimbursement shall be made for professional improvement as specified in the salary schedule and included in this Agreement under Section B of this Article.
5. The Board reserves its discretionary right to fill any vacancy at the salary that may be necessary.
6. One-half of the negotiated salary increase may be withheld by the Board of Education for any teacher who has reached the top step on the salary schedule, if such teacher’s performance is less than satisfactory. Such withholding shall not be made, however, until voted by the Board.
7. The just cause standard defined in Article VIII shall apply to subsections 3 and 6 above.
8. Subject to subsections 3, 6 and 7 above, step increments during the contract years referenced in Article XIX (Duration) shall be as set forth in the chart which appears under Attachment B.

2021-2022 SALARY SCHEDULE

Step	BA	MA	MA+15	SIXTH	6TH +15	6TH +30
1	52,076	54,869	56,357	58,592	60,081	62,312
2	53,028	55,818	57,310	59,544	61,029	63,266
3	54,155	56,942	58,437	60,669	62,160	64,390
4	55,716	58,292	59,780	62,018	63,502	65,738
5	57,122	59,918	61,407	63,637	65,126	67,362
6	59,068	61,863	63,352	65,587	67,072	69,308
7	61,393	64,180	65,675	67,908	69,399	71,289
8	64,145	66,940	68,425	70,657	72,150	73,998
9	67,372	70,168	71,655	73,892	75,380	77,182
10	71,134	73,923	75,417	77,651	79,136	80,895
11	75,715	78,505	79,997	82,230	83,720	85,430
12	80,291	83,614	85,154	87,461	89,000	90,956
13	84,501	88,339	89,920	92,291	93,872	96,067
14	91,222	94,311	95,954	98,423	100,068	102,534

There shall be no step advancements during the 2021-22 contract year.

2022-2023 SALARY SCHEDULE

Step	BA	MA	MA+15	SIXTH	6TH +15	6TH +30
1						
2	54,028	56,818	58,310	60,544	62,029	64,266
3	55,155	57,942	59,437	61,669	63,160	65,390
4	56,716	59,292	60,780	63,018	64,502	66,738
5	58,122	60,918	62,407	64,637	66,126	68,362
6	60,068	62,863	64,352	66,587	68,072	70,308
7	61,393	64,180	65,675	67,908	69,399	71,289
8	64,145	66,940	68,425	70,657	72,150	73,998
9	67,372	70,168	71,655	73,892	75,380	77,182
10	71,134	73,923	75,417	77,651	79,136	80,895
11	75,715	78,505	79,997	82,230	83,720	85,430
12	80,291	83,614	85,154	87,461	89,000	90,956
13	84,501	88,339	89,920	92,291	93,872	96,067
14	92,444	95,575	97,240	99,742	101,409	103,908

Effective July 1, 2022, teachers who are not on the maximum step shall advance one step on the salary schedule.

2023-2024 SALARY SCHEDULE

Step	BA	MA	MA+15	SIXTH	6TH +15	6TH +30
1						
2	54,244	57,045	58,543	60,786	62,277	64,523
3	55,376	58,174	59,675	61,916	63,413	65,652
4	56,943	59,529	61,023	63,270	64,760	67,005
5	58,354	61,162	62,657	64,896	66,391	68,635
6	60,308	63,114	64,609	66,853	68,344	70,589
7	61,639	64,437	65,938	68,180	69,677	71,574
8	64,402	67,208	68,699	70,940	72,439	74,294
9	67,641	70,449	71,942	74,188	75,682	77,491
10	71,419	74,219	75,719	77,962	79,453	81,219
11	76,018	78,819	80,317	82,559	84,055	85,772
12	80,612	83,948	85,495	87,811	89,356	91,320
13	84,839	88,692	90,280	92,660	94,247	96,451
14	93,368	96,531	98,212	100,739	102,423	104,947

Effective July 1, 2023, teachers who are not on the maximum step shall advance one step on the salary schedule.

B. Professional Improvement

1. Bachelor's Degree Schedule

Teachers holding a Bachelor's degree shall be paid on the Bachelor's degree salary schedule.

2. Master's Degree or Equivalent Schedule

In order to be placed on the Master's Degree or equivalent salary schedule, a teacher must have a Master's Degree from an accredited institution or have completed thirty (30) graduate credits within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools. When a Master's Degree Program requires more than thirty (30) graduate credits, the additional hours shall not be counted toward movement on the salary schedule without prior approval of the Superintendent or without authorization by the Superintendent in the event that the course work was accomplished prior to coming to Branford.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986.

Notwithstanding the provisions set forth above, teachers hired on or after July 1, 2012 shall not be placed on the Master's Degree salary schedule or move to a higher salary schedule unless the teacher has earned a Master's Degree from an accredited institution. The preceding sentence shall not adversely affect any teacher hired on or before June 30, 2012.

3. Master's Degree or Equivalent Plus Fifteen Schedule

In order to be placed on the Master's Degree or equivalent plus fifteen schedule, a teacher must have completed at least fifteen graduate credits beyond the Master's Degree, or its equivalent, in a planned program at an accredited institution, provided that such fifteen graduate credits beyond the Master's Degree, or its equivalent, be within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986. The Master's Degree or Equivalent Plus Fifteen Schedule shall not be available to teachers hired on or after July 1, 1997.

4. Sixth Year or Equivalent Schedule

In order to be placed on the Sixth Year or equivalent salary schedule, a teacher must have a Sixth Year Certificate from an accredited institution or have completed a planned thirty credit graduate program beyond the Master's Degree or equivalent, at an accredited institution, provided that such Sixth Year Certificate from an accredited institution, or completed planned thirty credit graduate program beyond the Master's Degree or equivalent, at an accredited institution be within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986.

The parties agree that, beginning July 1, 2015, social workers, school psychologists and speech language pathologists who have earned at least sixty graduate credits in their degree program from an accredited institution shall be placed on the Sixth Year lane.

The parties further agree that no social worker, school psychologist or speech language pathologist shall be entitled to any retroactive pay or retroactive placement on the Sixth Year Lane pursuant to this memorandum of agreement. The BEA agrees that it shall not file any grievance regarding retroactive pay or placement.

5. Sixth Year or Equivalent Plus Fifteen

In order to be placed on the Sixth Year or equivalent plus fifteen schedule, a teacher must have completed at least fifteen graduate credits beyond the Sixth Year or equivalent at an accredited institution, provided that such fifteen graduate credits beyond the Sixth Year or equivalent at an accredited institution be within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986.

The Sixth Year or Equivalent Plus Fifteen Schedule shall not be available to teachers hired on or after July 1, 1997.

6. Sixth Year or Equivalent Plus Thirty

In order to be placed on the Sixth Year or equivalent plus thirty schedule, a teacher must have completed at least thirty graduate credits beyond the Sixth Year or equivalent at an accredited institution, provided that such Sixth Year or equivalent plus thirty be within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986.

7. Elimination of Plus Fifteen Schedules

Effective July 1, 1997 the following provisions shall apply to the Bachelor's + 15, Master's + 15 and Sixth Year + 15 schedules:

- a. Said schedules shall not be available to teachers hired on or after July 1, 1997;
- b. Any teacher currently on any of said schedules shall be entitled to continue on that schedule;

8. National Board Certification

Members of the teaching staff who obtain National Board Certification shall receive a one-time stipend of \$1,000 upon successful completion of the certification. The teacher shall notify the Superintendent of the anticipated completion date of his or her certification by December 30 the previous calendar year.

9. Accredited Institution

The term "accredited institution" as used in this contract shall mean an institution of higher learning accredited by the New England Association of Schools and Colleges or other equivalent regional accrediting authority. Courses taken by an individual over the internet or through other electronic distance learning programs must be accredited by the New England Association of Schools and Colleges or other equivalent regional accrediting authority or have received prior approval of the Superintendent of Schools.

C. Placement on the Salary Schedule

1. No newly hired teacher shall be placed on a step higher than any teacher currently in the system with the same teaching experience, and all teachers shall be placed on the salary schedule which accords with the number of years of their prior public school experience, including teaching experience in nonpublic schools that includes teachers as members of the State Teachers' Retirement System, and professional training, except as follows:
 - a. A fractional part of a school year of public school experience under contract, of not less than five months in one school system, shall entitle the teacher to credit for one full year of experience. No teacher may receive credit for more than one year of experience based on service for a fractional part of a school year.
 - b. Experience as a Branford substitute teacher shall be given no credit for salary schedule placement unless the teacher has continuously substituted for not less than five months in the same position in any school year and providing that the teacher was fully certified for that position. Experience as a substitute teacher in other school districts will not be given credit. This Article affects staff hired after July 1, 1992 only. All current staff receiving credit for previous substitute experience outside of Branford will be grandfathered.
 - c. Credit may be allowed toward placement on the salary schedule for continuous experience under contract in private and military dependency schools prior to the date of employment in Branford, at the discretion of the Superintendent. (This provision applies to teachers hired after July 1, 1994.)
 - d. Credit for prior service in cases where teaching has not been continuous to the date of appointment shall be at the discretion of the Superintendent. Each person who has not taught continuously, who has at least a Bachelor's degree, has met the study requirements in Section VII-B, and is on tenure, may be granted one extra increment, at the discretion of the Superintendent, per year until that person is on schedule.

- e. Credit will be allowed toward placement on the salary schedule for Peace Corps and Teacher Corps experience, provided that such experience is documented as successful formal teaching experience. Such credit will be granted under the same conditions as found in paragraphs f, g, and h of this subsection. Credit may be allowed toward placement on the salary schedule for documented non-teaching Peace Corps experience upon approval of the Superintendent of Schools.
 - f. Teachers who served in the active armed forces shall be given credit for such service up to the maximum of three years on the basis of twelve months of such service being held equal to one school year, six months but less than twelve months of such service shall be given credit for one full school year. For example, eighteen months of such service would get credit for two school years for placement.
 - g. Authoritative certification of prior experience and military service and transcripts of records of professional preparation shall be filed with the Superintendent of Schools.
 - h. Credit may be given at the discretion of the Superintendent of Schools for a teacher's experience in another field prior to entering the teaching profession provided that such experience was related to his/her teaching field.
 - i. No rule governing placement of teachers on the various steps of this salary schedule shall be retroactive whether it affects a teacher beneficially or adversely.
2. Teachers who qualify for transfer to a higher salary schedule by professional preparation shall be placed on the new schedule within sixty (60) days after providing the Superintendent with a copy of the transcript as described in Section c. below, providing:
- a. The teacher has notified the Superintendent of Schools by December 30 of the previous fiscal year of the anticipated completion date of the program in the subsequent fiscal year. In the event the program or degree is not completed or will not be completed until a future fiscal year, the teacher must renotify the Board in each prior fiscal year for budget development purposes.
 - b. The teacher's notification to the Superintendent of the anticipated completion of the program was formal (i.e., on a separate and specific written letter or form with a copy of the approved program of study attached). An addendum or attachment to any other document is not considered formal notification.
 - c. The completed program was officially documented via transcript.

- d. For any teacher hired after January 1, the Superintendent shall transfer the teacher to the higher salary schedule within sixty (60) days provided the teacher notified the Superintendent at the time of hire of their anticipated completion of the degree program and they have fulfilled the requirements of paragraphs b. and c. above.

D. Guidance Counselors

1. Guidance counselors shall receive a salary commensurate with their positions on the teacher salary schedule plus an additional amount based upon responsibility and additional working time.
2. Guidance counselors shall work ten days in addition to the time scheduled for teachers. For this additional two weeks of work, counselors shall receive a ratio of .05 of the appropriate step of the teachers' salary schedule. Of the 10 days, three will be scheduled in the week immediately following the close of the regular school year. Five of the remaining days shall be scheduled prior to teachers returning to school. The remaining days shall be scheduled in full day allotments by the counselors involved and the guidance supervisor. The days scheduled shall be consistent from week to week. If the counselors do not reach agreement among and between themselves as to the schedule and assignment of days on or before March 1, the Superintendent or his/her designee shall schedule and assign such days following consultation with the Association and counselors involved by April 1.
3. Guidance counselors may request to work beyond the regularly scheduled two additional weeks for completion of projects. Such requests for additional time must be approved by the principal and the Superintendent of Schools prior to being submitted to the Board of Education for final approval. Requests must be received by the Board of Education for their approval on or before January 1. If approved, additional working time will be compensated on the basis of a ratio of the annual salary.

E. Special Contracts

1. Student Body Activities
 - a. Base salary for each student body activity position is listed below for each school year.
 - b. Advisors having more than three years experience in the assigned activity shall be increased by 5% above their base for each year of experience to a maximum of seven years (25%). This provision shall not apply to any individual newly appointed to a stipend position on or after July 1, 2012. Any employee appointed to a stipend position prior to July 1, 2012 will continue to be eligible for the 5% increases set forth in this section for additional years of continuous service in that position.

- c. Effective July 1, 2021, the base salary will increase by 1.50%. Effective July 1, 2022, the base salary will increase by 1.50%. Effective July 1, 2023, the base salary will increase by 1.50%.

<u>Activity</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Amnesty	1,126	1,143	1,160
Anime Art Club	671	681	691
Art BHS	630	639	649
Art WIS	744	755	766
Best Buddies	1,447	1,469	1,491
More Games Club	516	524	532
Cantare WIS	3,740	3,796	3,853
Cheerleaders	4,106	4,168	4,231
Chemistry Club	541	549	557
Choral Director	3,840	3,898	3,956
Cultural Diversity	694	704	715
Dance Team WIS	3,945	4,004	4,064
Asst. Dance Team WIS	1,972	2,002	2,032
Dance Team BHS	4,117	4,179	4,242
Asst. Dance Team BHS	2,059	2,090	2,121
Dir Tisko Talent Show	716	727	738
E-Sports	516	524	532
Environmental Club	541	549	557
Excel Club	508	516	524
Fall Drama Director	4,415	4,481	4,548
Fall Drama Director Asst. BHS	2,208	2,241	2,275
Gender and Sexuality Alliance BHS	1,468	1,490	1,512
Gender and Sexuality Alliance WIS	516	524	532
Green Scene	1,840	1,868	1,896
Green Scene (WIS)	723	734	745
Interact	2,311	2,346	2,381
Intramural Coed WIS	2,560	2,598	2,637
Intramurals Coed BHS	2,643	2,683	2,723
Intramurals Coed BHS	2,643	2,683	2,723
Italian Club BHS	694	704	715
Italian Club WIS	764	775	787
Jazz Band WIS	3,740	3,796	3,853
Leo Club	1,670	1,695	1,720
Literary Magazine	1,644	1,669	1,694
Math Team	570	579	588
Model Congress	9,300	9,440	9,582
Model Congress Asst.	5,826	5,913	6,002
Newspaper BHS	4,111	4,173	4,236
Newspaper WIS	1,741	1,767	1,794

<u>Activity</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Peace Jam	2,288	2,322	2,357
Physics Club	1,447	1,469	1,491
Ping Pong	671	681	691
Robotics	508	516	524
Science Olympiad	1,447	1,469	1,491
Singers/Chimers JBS	714	725	736
Spring Drama Director WIS	4,591	4,660	4,730
Spring Drama Pit Conductor WIS	2,705	2,746	2,787
Spring Drama Choreographer WIS	2,705	2,746	2,787
Spring Drama Musical Director WIS	2,705	2,746	2,787
Spring Musical Director BHS	4,720	4,791	4,863
Spring Musical -Musical Director BHS	4,720	4,791	4,863
Spring Musical Asst. BHS	2,951	2,995	3,040
Steam	3,472	3,524	3,577
Technology Crew	5,140	5,217	5,295
Unified Sports	1,207	1,225	1,243
Women's Club	2,099	2,130	2,162
World Language WIS	765	776	788
Yearbook BHS	4,415	4,481	4,548
Yearbook Asst. BHS	2,207	2,240	2,274
Yearbook WIS	3,513	3,566	3,619

Section E1-b does not apply to below activities

8th Grade Carnival/Dinner Dance	580	589	598
Class Advisor 10 th	1,936	1,965	1,994
Class Advisor 11 th	2,129	2,161	2,193
Class Advisor 12 th	2,321	2,356	2,391
Class Advisor 9 th	1,742	1,768	1,795
National Honor Society BHS	2,321	2,356	2,391
National Honor Society Latin BHS	694	704	715
National Honor Society Science BHS	675	685	695
National Honor Society Spanish BHS	676	686	696
National Honor Society French BHS	676	686	696
National Honor Society WIS	2,321	2,356	2,391
Peer Mediation WIS (Coordinator)	1,090	1,106	1,123
Peer Mediation WIS	546	554	562
Peer Connection BHS	2,904	2,948	2,992
Student Council BHS	2,903	2,947	2,991
Student Council WIS	2,129	2,161	2,193

2. Special Contracts Coaches Positions

- a. The base salary for each coaching position is listed below for each school year.

- b. Coaches having more than two years experience in the assigned sport shall be increased by 5% above their base for each year of experience to a maximum of seven years (25%). This provision shall not apply to any individual newly appointed to a coaching position on or after July 1, 2012. Any employee appointed to a stipend position prior to July 1, 2012 will continue to be eligible for the 5% increases set forth in this section for additional years of continuous service in that position.
- c. Assistant coach shall receive 60% of the value calculated for a coaching position. Assistant coaches having more than two years experience in the assigned sport shall be increased by 5% above their base for each year of experience to a maximum of seven years (25%). The preceding sentence shall not apply to any individual newly appointed to an assistant coaching position on or after July 1, 2012. Any employee appointed to a stipend position prior to July 1, 2012 will continue to be eligible for the 5% increases set forth in this section for additional years of continuous service in that position.
- d. Effective July 1, 2021, the base salary will increase by 1.5%. Effective July 1, 2022, the base salary will increase by 1.5%. Effective July 1, 2023, the base salary will increase by 1.5%.

<u>Sport</u>	<u>2021-22</u> <u>Base Salary</u>	<u>2022-23</u> <u>Base Salary</u>	<u>2023-24</u> <u>Base Salary</u>
Band	5,974	6,064	6,155
Band Assistant	3,585	3,639	3,694
Baseball/Softball	5,974	6,064	6,155
Baseball (WIS)	4,041	4,102	4,164
Basketball (B/G)	6,965	7,069	7,175
Basketball Int. (B/G)	4,978	5,053	5,129
Cross Country	3,985	4,045	4,106
Cross Country (WIS)	3,658	3,713	3,769
Field Hockey	5,974	6,064	6,155
Field Hockey (WIS)	3,658	3,713	3,769
Football	7,961	8,080	8,201
Hockey Club Girls	6,965	7,069	7,175
Golf	3,486	3,538	3,591
Gymnastics	5,974	6,064	6,155
Ice Hockey Boys	6,965	7,069	7,175
Indoor Track	4,976	5,051	5,127
Lacrosse (B/G)	5,974	6,064	6,155
Sailing	3,486	3,538	3,591
Soccer (B/G)	5,974	6,064	6,155
Softball (WIS)	4,041	4,102	4,164
Swimming (B/G)	5,974	6,064	6,155
Tennis	3,985	4,045	4,106
Track (B/G)	5,974	6,064	6,155

<u>Sport</u>	<u>2021-22</u> <u>Base Salary</u>	<u>2022-23</u> <u>Base Salary</u>	<u>2023-24</u> <u>Base Salary</u>
Volleyball	4,976	5,051	5,127
Volleyball (WIS)	3,658	3,713	3,769
Weight Room (per season)	1,393	1,414	1,435
Wrestling	5,974	6,064	6,155
Wrestling WIS	3,658	3,713	3,769

3. Cooperative Work Experience

Diversified Occupations Teacher/Coordinator shall be compensated at .10 above the salary schedule. Such position shall be for four weeks beyond the teachers' standard contract year.

4. Additional Duties

Additional duties shall not carry extra compensation except as specified in a special contract approved by the Board.

5. Other Positions

a. Elementary School Lead Teacher:

Ten month position; compensated at a rate of \$2,388 in 2021-22, \$2,424 in 2022-23 and \$2,460 in 2023-24. Reports to school principal. Position to be posted annually.

b. Coordinator-BHS Student Support Services:

Ten month position; compensated at the same rate as the High School Department Leader. Reports to school principal. Position to be posted annually.

F. Homebound Instruction

Teachers of homebound students shall be compensated at the rate of \$47.12 per hour in 2021-22, \$47.83 per hour in 2022-23 and \$48.55 per hour in 2023-24.

G. Summer School

Teachers of summer school shall be paid at the rate of \$47.12 per hour in 2021-22, \$47.83 per hour in 2022-23 and \$48.55 per hour in 2023-24

H. Department Leaders

1. Intermediate School

- a. In departments in the Branford Intermediate School where Department Leader positions are established by the Board of Education, Department Leaders shall teach a normal teaching schedule and be compensated at the following rate:

2021-22	\$4,060
2022-23	\$4,121
2023-24	\$4,183

- b. Contracts for Intermediate School Department Leaders shall be subject to the approval of the Board upon recommendation of the Superintendent.

2. High School

- a. In each department at the High School where the Board establishes a Department Leader position, with compensation at the following rate:

2021-22	\$5,075
2022-23	\$5,151
2023-24	\$5,228

- b. Department Leaders shall not be required to teach in excess of 4/5 of a normal teaching schedule. However, the administrative duties assigned to Department Leaders shall not exceed 50% of the normal school day.
- c. Any days required of Department Leaders in excess of the negotiated school year shall be paid at the per diem rate of the Department Leader, including the above compensation.

I. Teacher Coaches

- a. The parties acknowledge and agree that the responsibilities of Teacher Coaches extend beyond their contractual obligations as teachers, as set forth in this collective bargaining agreement (including responsibilities that extend beyond the teacher work day and teacher work year set forth in the collective bargaining agreement). Such responsibilities stem from the Teacher Coaches' role in curriculum development, professional learning, District/building leadership, and enhancement of the instructional program for the Branford Public Schools, and shall include but not be limited to, participation in Board meetings (as needed), parent nights, procedural tasks related to teaching and learning, and other events and related activities, as designated by the Administration.
- b. In addition to their contractual obligations as teachers, and in addition to the events and activities referenced in subsection (a) of this Section, Teacher Coaches shall remain for a total of ten (10) hours beyond the

teacher work day per year in order to engage in responsibilities related to the enhancement of the district's instructional program, as scheduled by the Administration.

- c. In carrying out their responsibilities, Teacher Coaches shall work six (6) days beyond the teacher work year. Two (2) of such days shall occur immediately before the start of the school year and two (2) of such days shall occur immediately following the end of the school year. Two (2) of such days shall be determined by mutual agreement between the Teacher Coach, the Principal and the Curriculum Coordinator.
- d. Teacher Coaches shall be paid a stipend of Six Thousand Dollars (\$6,000) per year as compensation for their responsibilities as Teacher Coaches. The parties acknowledge that the stipend reflects the responsibilities of Teacher Coaches that extend beyond their contractual obligations as teachers.
- e. In the event that the Administration determines that it is necessary for one or more Teacher Coaches to work additional days beyond the six (6) days as set forth in subsection (c) of this Section, any such days shall be determined by mutual agreement between the Administration and the Teacher Coaches. Any such additional work days shall be compensated at the curriculum rate.

J. Department Liaisons

- a. In departments in which Department Liaison positions are established by the Board of Education, Department Liaisons shall teach a normal teaching schedule and be compensated at the following annual rates:

2021-22	\$3,045
2022-23	\$3,091
2023-24	\$3,137

- b. Contracts for Department Liaisons shall be subject to the approval of the Board upon recommendation of the Superintendent.

K. Special or Additional Duties

- 1. Teachers who receive compensation for any special and/or additional duties above the basic salary schedule shall not have tenure with regard to those duties.
- 2. Special contracts shall be issued no later than two weeks prior to the commencement of the contracted activity or responsibility.
- 3. Teachers holding activity or coaching contracts shall be notified by June 1st or thirty days after completion of the contracted activity or responsibility, whichever is later, if they are not be issued a special contract for the

following year in the same activity.

4. Such notification shall not preclude the Board's right to eliminate the contracted activity at a later date to meet budget considerations and to eliminate the position included in the special contract.

L. Payment of Salary

1. Annual salaries will be paid in installments, subject to deductions required by law or contract, and any other mutually agreed upon deductions that the teacher authorizes in writing.
2. A teacher may elect to receive salary payments in one of the following options:
 - a. Twenty-one (21) equal biweekly installments
 - b. Twenty-six (26) equal biweekly installments
 - c. Twenty-one (21) biweekly installments with the twenty-second (22nd) installment being equal to five times the other installments.
3. The salary payment schedule option will be selected by the teacher. Once a selection of payments is made, no change will be permitted during the school year.
4. The first payment shall be made on the first biweekly payday following the 26th biweekly installment of the previous year. Thereafter, salary payments shall be made biweekly with payday adjustments to compensate for holiday periods. When it becomes necessary to adjust the pay schedule due to variations in the calendar, the Administration will share the adjusted pay schedule with the Association President on or before June 1st of the prior pay year.
5. An exception to the biweekly payment schedule shall be made in cases of teachers resigning their positions at the close of the school year. In such cases, the final installment will be withheld until notification of completion of final checkout requirements is received by the payroll department from the school administration.
6. Whenever a teacher enters or leaves the school system during the school year, salaries will be prorated on the teacher's daily rate of pay.
7. All teachers will be paid by direct deposit.

M. Professional Development Chairs

Each Professional Development Chair will be paid an annual stipend of \$2,281 (2021-22 rate); \$2,315 (2022-23 rate) and \$2,350 (2023-24 rate). All Professional Development Chairs shall be paid the same amount, regardless of years of service in the position.

N. Longevity

1. In recognition of length of service, each teacher who has attained the appropriate length of service shall receive additional salary above the salary schedule as follows:

15, 16 and 17 years	\$300.00
18, 19, 20 and 21 years	\$500.00
22 years and over	\$700.00

2. Length of service shall be calculated as provided in Article VII, Section C, Placement on Salary Schedule.
3. For any staff hired after July 1, 1992, only appropriate Branford service shall be calculated.
4. Longevity shall not apply to employees hired on and after July 1, 1994.

O. Severance Pay

1. Upon retirement, a certified staff member will be entitled to an employer contribution equal to his/her daily rate of pay for each day of sick leave not taken while in the employ of the Branford Public Schools to a maximum of fifty (50) days which shall be deposited into an employer directed section 403b plan on behalf of the staff member as permitted by law. As used in this section, the term "retirement" means the teacher's commencement of retirement benefits under the Connecticut Teachers' Retirement System immediately following the teacher's separation from employment with the Branford Board of Education. In the event that employer directed contributions are no longer permitted by law, the certified staff member shall be paid in cash. If a certified staff member dies prior to retirement, his/her estate will be entitled to a payment of his/her daily rate of pay for each day of sick leave not taken while in the employ of the Branford Public Schools to a maximum of fifty (50) days.
2. The Board, at its discretion, may pay 1/2 of said employer directed 403b contribution in the second year after retirement, should the teacher fail to notify the Board before February 1 of his or her intent to retire at the end of that school year. If the Board exercises such option and the teacher dies prior to receipt of the second half of such employer directed contribution, the employer shall pay said second half directly to the estate of the teacher.

P. Tax Sheltered Annuities ("TSAs ")

The Association shall assume the responsibility of determining which TSA vendors will be offered to teachers. The current number of available TSAs shall, through attrition, be reduced to a maximum number of twenty (20). The preceding sentence shall not apply to 457b plans.

Teachers may elect to contribute by payroll deduction to Connecticut's College Savings Program Connecticut Higher Education Trust (CHET).

The list of available TSA vendors for one school year shall be approved by the end of the July immediately preceding that school year.

The Board shall maintain Section 403b and 457b plans as permitted by law.

Article VIII Notification of Terms of Employment

A. Forms

1. The negotiated agreement between the Branford Board of Education and the Branford Education Association shall include the agreed upon salary schedule, fringe benefits, and conditions of employment for all non-administrative certified professional personnel.
2. Individual salary agreements shall be issued annually to all non-administrative certified professional personnel.
3. Salary notifications shall be issued annually, but not later than June 1. Such notification forms must be signed and returned to central office no later than June 15. Such notifications shall indicate the position of the teacher on the salary schedule and the actual salary for the following school year, as provided for in the approved salary schedule. Such notifications and the signatures thereon do not constitute a contract of employment and are merely intended to provide notice of certain terms of employment as provided in the contract.

B. Procedure

1. Individual teaching contracts become effective when signed by the teacher and the Superintendent of Schools/designee.
2. All individual teaching contracts become null and void if not signed in acceptance and returned to the Superintendent of Schools/designee within thirty days from the date they are issued.
3. If the teacher cannot show evidence of proper certification to the Board of Education, contracts may be automatically terminated or further payments withheld.

C. Termination of Employment

1. Individual teaching contracts may be terminated by mutual consent at any time.
2. A teacher may resign for good reasons by submitting at least thirty days written notice at any time, except that such resignation shall not become effective during the months of June, August or September.

D. Procedure Governing Non-Renewal of Teaching Contracts

1. If the services of a teacher are not satisfactory in the opinion of a principal, a supervisor, or the Superintendent, the teacher will be informed. The administrative and supervisory staff will indicate in writing the specific reasons for dissatisfaction, suggest specific goals of improved teaching performance, suggest means of reaching these goals, and offer positive counseling to reach these goals. Both the administrator and the teacher will jointly work in a responsible manner to obtain the goals.

E. Just Cause

No teacher will be disciplined, reprimanded, suspended, or deprived of his or her professional advancement without just cause.

F. Reduction in Force and Recall Procedure

Connecticut State Statutes are clear in mandating the responsibility for the employment and dismissal of teachers with the Board of Education. Emergency or unpredictable situations do not alter that mandate.

In making necessary reductions in professional staff positions, the Board of Education will first attempt to do so through natural attrition, i.e., retirement, leaves of absence, resignations.

When natural attrition does not allow or provide latitude for staff reduction to the level sought, the Board of Education will accomplish any necessary reduction in force in accordance with the criteria set forth below.

In compliance with §10-151 the following will apply:

1. No tenured teacher will be released while non-tenured teachers are retained in positions for which a tenured teacher is qualified.
2. The Board will consider the needs of the school system and qualifications of the individual teachers in determining layoff order.
3. The following factors, not necessarily in this order, will govern the layoff order first of non-tenured teachers, and second of tenured teachers.